

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		01/07/2015	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NewPage Corporation		
Street Address:	8540 Gander Creek Drive		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	CORPORATION: DELAWARE		
Name:	NewPage Wisconsin System Inc., a Wisconsin Corporation		
Street Address:	8540 Gander Creek Drive		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	650099	CONSOWEB	
Registration Number:	1392310	CAPRI	
Registration Number:	1692964	ORION	
Registration Number:	1982992	VISION	
Registration Number:	3033497	ESCANABA	
Registration Number:	786821	DEPENDOWEB	
Registration Number:	1080335	VELVO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		

OP \$190.00 650099

Address Line 1:	80 Pine Street
Address Line 2:	c/o Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
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SIGNATURE:	/Marina Kelly, Thomson Reuters/
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DATE SIGNED:	01/08/2015
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Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") made as of January 7, 2015, is granted by BARCLAYS BANK PLC, in its capacity as collateral agent (the "Collateral Agent"), in favor of NEWPAGE CORPORATION, a Delaware corporation located at 8540 Gander Creek Drive, Miamisburg, Ohio 45342, and NEWPAGE WISCONSIN SYSTEM INC., a Wisconsin corporation located at 8540 Gander Creek Drive, Miamisburg, Ohio 45342 (together, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, NewPage Corporation (the "Borrower") and the Collateral Agent entered into an Asset-Based Revolving Credit Agreement, dated as of February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement (i) the Grantors, the Collateral Agent and certain other subsidiaries of Borrower entered into that certain Guarantee and Collateral Agreement, dated as of February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and (ii) the Grantors and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of February 11, 2014 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on February 27, 2014 at Reel 5226 Frame 0314;

WHEREAS, pursuant to the terms and conditions of the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantors assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under, among other Collateral, any and all of the following assets then owned or thereafter acquired by such Grantors, or in which such Grantors then had or at any time in the future may acquire any right, title or interest (the "Released Collateral"): (i) the trademarks and service marks listed on Schedule A, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule A and (ii) all goodwill associated therewith or symbolized thereby; and

WHEREAS, relying upon the representations, warranties and certifications made by the Grantors concerning the permitted sale (pursuant to the terms and conditions set forth in the Credit Agreement) of the Released Collateral, the Collateral Agent has agreed to release its security interest in the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

Section 1. Release of Security Interest. The Collateral Agent hereby (i) releases, terminates and forever discharges all of its right, title and interest (including security interests), and (ii) reassigns to the applicable Grantor, any right, title and interest that the Collateral Agent may have, in each case, arising under the Guarantee and Collateral Agreement and the Trademark Security Agreement in and to all of the Released Collateral. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Guarantee and Collateral Agreement or the Trademark Security Agreement (the “Other Collateral”). The Collateral Agent’s security interest, liens, rights, titles and interests in the Other Collateral shall not, and shall not be deemed to, be impaired, interrupted, disrupted or otherwise modified in any respect by this Release.

Section 2. Further Assurances. The Collateral Agent shall, at the reasonable request and sole cost and expense of the Grantors, take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be reasonably necessary or desirable to evidence the release and termination of the Collateral Agent’s security interests in the Released Collateral, and to consummate and make effective the transactions contemplated by this Release.

Section 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: Marguerite Sutton
Title: Vice President

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 005437 FRAME: 0181

SCHEDULE A

Registered Trademarks and Trademark Applications

Country	Reference No.	Filed	App. No.	Reg DT	Reg No.	Status	Classes
CONSOWEB							
UNITED STATES	070456-008US3	11/13/1956	72/019,102	8/13/1957	650,099	REGISTERED	16
	CLASS DESCRIPTION 16 COATED PAPER FOR PRINTING PURPOSES						
CAPRI							
UNITED STATES	070456-216US1	2/22/1985	73/523,528	5/6/1986	1,392,310	REGISTERED	16
	CLASS DESCRIPTION 16 ENAMEL COATED PAPERS FOR PRINTING AND PUBLISHING						
ORION							
UNITED STATES	070456-236US1	11/26/1990	74/117,760	6/9/1992	1,692,964	REGISTERED	16
	CLASS DESCRIPTION 16 COATED PRINTING PAPER.						
VISION							
CANAD A	070456-086CA1	11/1/2001	1120147	10/4/2004	TMA621636	REGISTERED	N/A
	CLASS DESCRIPTION N/A Coated papers						
UNITED STATES	070456-086US1	7/25/1994	74/552,640	6/25/1996	1,982,992	REGISTERED	16
	CLASS DESCRIPTION 16 Coated Paper						
ESCANABA							
CANAD A	070456-033CA1CA	11/30/2000	1085006	10/23/2002	TMA569367	REGISTERED	N/A
	CLASS DESCRIPTION N/A Printing papers						
UNITED STATES	070456-033US1	1/16/2004	76/571,936	12/27/2005	3,033,497	REGISTERED	16
	CLASS DESCRIPTION 16 Printing Papers						
DEPENDOWEB							
CANAD A	070456-031CA1	1/22/2001	1089989	10/28/2002	TMA569714	REGISTERED	N/A
	CLASS DESCRIPTION N/A Coated printing papers						
UNITED STATES	070456-031US1	9/24/1963	72/177,653	3/16/1965	786,821	REGISTERED	16
	CLASS DESCRIPTION 16 Web offset printing papers						
VELVO							
UNITED STATES	070456-085US1	4/4/1977	73/121,375	12/27/1977	1,080,335	REGISTERE D	16

	CLASS DESCRIPTION 16 PRINTING PAPER
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